

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS – EASTERN DIVISION**

---

KRISHNA NARSIMHAN

Plaintiff,

v.

LOWE’S HOME CENTERS, LLC

Defendant.

Case No. 1:19-cv-01255

**DEFENDANT’S MOTION FOR ENTRY OF SATISFACTION OF JUDGMENT**

NOW COMES Defendant LOWE’S HOME CENTERS, LLC, (hereafter Lowe’s) by and through its undersigned counsel, HeplerBroom, LLC, and moves this Court for entry of Satisfaction of Judgment following jury trial. In support thereof, Lowe’s states as follows:

- a. In 2019, Plaintiff Krishna Narsimhan filed a complaint in this matter for personal injuries sustained at Defendant’s place of business.
- b. That matter proceeded to a jury verdict following trial, with entry of judgment for Plaintiff on that verdict, for \$490,000, on April 29, 2022. See Exhibit A.
- c. Thereafter, counsel for Lowe’s and counsel for Plaintiff filed certain requests and responses as related to additional amounts owed to Plaintiff for applicable interest and costs. Discussions between counsel for Plaintiff and Defendant resulted in an agreement as to the amount due and owing. Based on the agreement between counsel for Plaintiff and Defendant, counsel for the Defendant requested drafts to accommodate the specific timing of the date the checks were signed as related to the interest calculation.

- d. As such, checks made payable from the Defendant to the Plaintiff and his counsel in the amounts of \$500,906.94, and \$13,000 were delivered and accepted by Plaintiff's counsel on June 28, 2022.
- e. After delivery of those two checks counsel for Plaintiff advised that the total of the drafts delivered to him was \$218 less than the agreed amount (this was based on Plaintiff's counsel's calculation of the number of days of applicable post judgment interest; the difference related to the timing of when the check was requested and when it was dated.) Defendant later agreed with counsel for Plaintiff that an additional \$218 would be paid to complete the payment. A check for that remaining amount of \$218 to Plaintiff and his counsel was delivered and received by counsel for Plaintiff on August 21, 2023.
- f. At present, the entirety of the judgment award, plus agreed upon interest and costs, totaling \$514,124.94, has been fully paid by Lowe's, the judgment debtor, to the judgment creditor, Mr. Narsimhan, and his counsel.
- g. Counsel for Plaintiff has been unable, despite efforts, to obtain his client's signature on the satisfaction of judgment document.
- h. Counsel for Plaintiff, the judgment creditor, has advised counsel for Defendant, the judgment debtor, that the amounts to satisfy the agreed upon debt have all been paid in full (as stated above) by Defendant via drafts received by his office. He has further advised he has no objection to this Court's entry of the attached draft Satisfaction of Judgment.
- i. Accordingly, Defendant seeks formal Court approval and entry of the Satisfaction of Judgment in this matter, as attached in Exhibit B.

WHEREFORE, as the judgment debtor has fully satisfied the judgment to the judgment creditor, Defendant requests Court approval and filing of Satisfaction of Judgment in this matter.

**HEPLERBROOM LLC**

By: /s/ Linda Hay  
Benjamin W. Powell, #6280891  
[bwp@heplerbroom.com](mailto:bwp@heplerbroom.com)  
Meg L. Fowler, #6281407  
[mlf@heplerbroom.com](mailto:mlf@heplerbroom.com)  
Linda Hay, 6193215  
[Linda.hay@heplerbroom.com](mailto:Linda.hay@heplerbroom.com)  
130 N. Main St.  
P.O. Box 510  
Edwardsville, IL 62025  
Ph: (618) 656-0184/Fx: (618) 656-1364  
*Attorneys for Defendant*

**CERTIFICATE OF SERVICE**

I certify that on October 19, 2023, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to all counsel of record registered to receive electronic Notices of Electronic Filing generated by CM/ECF.

/s/ Linda Voss